

This order is SIGNED.

Dated: September 6, 2017

William T. Thurman

WILLIAM T. THURMAN  
U.S. Bankruptcy Judge



uae

Jesse A.P. Baker (SBN 13418)

jbaker@aldridgeppte.com

Arnold L. Graff (SBN 13527)

agraff@aldridgeppte.com

**ALDRIDGE PITE, LLP**

4375 Jutland Drive, Suite 200

P.O. Box 17933

San Diego, CA 92177-0933

Telephone: (858) 750-7600

Facsimile: (619) 590-1385

Jeffery T. Cragun (SBN 12416)

jcragun@aldridgeppte.com

**ALDRIDGE PITE, LLP**

1447 South 550 East

Orem, UT 84097

Telephone: (801) 254-9450

Facsimile: (801) 254-9451

Attorneys for DITECH FINANCIAL LLC

UNITED STATES BANKRUPTCY COURT

DISTRICT OF UTAH

In re

VERDON R. COLE,

Debtor.

SSN: xxx-xx-2938

Bankruptcy Case No. 17-21097-WTT

Chapter 13

CONDITIONAL ORDER ON MOTION  
FOR RELIEF FROM AUTOMATIC STAY

This Conditional Order is entered into by and between the Secured Creditor, Ditech Financial LLC (hereinafter "Movant"), and Verdon R. Cole (hereinafter "Debtor") by and through their respective attorneys of record.

The property which is the subject of this matter is commonly known as 8729 South 3720 West, West Jordan, Utah 84088 (hereinafter "Real Property"), which is more fully described as

follows:

LOT 415, PURPLE HILLS NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF  
ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

THE PARTIES STIPULATE AS FOLLOWS:

1. Debtor owes \$5,382.92 to Movant under the terms of a promissory note and trust deed (the "Trust Deed"), consisting of the following post-petition arrearages:

2 payments @ \$598.65 (4/1/17 – 5/1/17)	\$1,197.30
3 payments @ \$1,070.11 (6/1/17 – 8/1/17)	\$3,210.33
Attorneys' fees costs	\$1,031.00
Less suspense	(\$55.71)
<b>TOTAL</b>	<b>\$5,382.92</b>

Debtor will cure this by making (5) equal monthly payments of \$897.15 commencing September 15, 2017 followed by (1) additional payment of \$897.17 on or before February 15, 2017. In the event Debtor has tendered any additional post-petition payments which have not been properly credited and provide Movant's counsel with adequate proof of the same, this amount will be adjusted accordingly.

2. Debtor shall tender regular monthly payments in the amount of \$1,070.11 to Movant, which amount is subject to change, pursuant to the terms of the subject Note (the "Note"), commencing September 1, 2017, and continuing until all such outstanding amounts under the Note are to be paid in full. Payments to be remitted to Ditech Financial LLC at P.O. Box 0049 Palatine, Illinois 60055-0049.

3. If applicable, Debtor shall maintain real property taxes and real property hazard insurance paid current for the Real Property, and provide proof of said insurance to Movant on a timely basis.

4. In the event of any future breach of the conditions of the Trust Deed or this Order, on the occasion of the first two defaults, the Movant may file and serve a Declaration Re Breach of

Condition on Debtor and Debtor's attorney. Debtor will thereafter have ten (10) days within which to cure the breach. If cure is not completed, then on the eleventh (11<sup>th</sup>) day the Movant shall be entitled to submit a proposed Order terminating the automatic stay to allow Movant to proceed with remedies under state law, which the court may grant without further notice or hearing.

5. On the occasion of the third default, the Movant may file and serve a Declaration Re Breach of Condition on Debtor and Debtor's attorney, and submit a proposed Order terminating the automatic stay, which the court may grant without further notice or hearing, and thereafter commence any action needed to obtain complete possession of the Real Property.

6. The acceptance by Movant of a late or partial payment shall not act as a waiver of Movant's right to proceed hereunder.

7. In the event Movant takes action related to Debtor's default under this Order, Movant shall be entitled to include its reasonable attorneys' fees and costs incurred in the balance due on its loan.

8. In the event that Movant is granted relief from the automatic stay, creditor will file an amended Proof of Claim within 180 days of an Order granting relief from the automatic stay, or such claim shall be paid \$0.00.

9. Debtor shall comply with the terms and conditions of his Chapter 13 Plan with respect to the payments to the Chapter 13 Trustee.

10. In the event this case is converted to a Chapter 7 proceeding the Automatic Stay shall be terminated without further notice, order, or proceedings of the court. If the Automatic Stay is terminated as a matter of law, the terms of this Order shall immediately cease in effect and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the property and/or against the Debtor.

11. In the event that Movant is granted relief form the automatic stay, the Chapter 13 Trustee shall cease payment on the arrearage claim.

12. Any notice that Movant shall give to Debtor, or attorney for Debtor, pursuant to this Order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15

U.S.C. §1692.

13. The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy case.

14. The parties agree that a facsimile of a signature to this Conditional Order can be treated as and shall have the same force and effect as an original signature. The parties further agree that this Conditional Order may be executed in counterparts.

DATED: \_\_\_\_\_

BY THE COURT:

UNITED STATES BANKRUPTCY COURT JUDGE

---

Attorney for Debtor(s)

ALDRIDGE PITE, LLP

---

/s/ Jesse A.P. Baker

Attorneys for DITECH FINANCIAL LLC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on \_\_\_\_\_, 2017, copies of the CONDITIONAL ORDER ON MOTION FOR RELIEF FROM AUTOMATIC STAY were duly served by depositing the same in the United States mail, postage pre-paid, to the following, as addressed:

Verdon R. Cole  
8729 South 3720 West  
West Jordan, UT 84088  
Debtor

Robert A. Eder, Jr.  
5667 S. Redwood Road  
Suite 8  
Salt Lake City, UT 84123  
rob@ederlaw.net  
Debtor Attorney

Lon Jenkins tr  
405 South Main Street  
Suite 600  
Salt Lake City, UT 84111  
ecfmail@ch13ut.org  
Trustee

U.S. Trustee  
United States Trustee  
Ken Garff Bldg.  
405 South Main Street, Ste 300  
Salt Lake City, UT 84111  
USTPRegion19.SK.ECF@usdoj.gov

Aldridge Pite, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17933  
San Diego, CA 92177-0933

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on September 1, 2017, copies of the CONDITIONAL ORDER ON MOTION FOR RELIEF FROM AUTOMATIC STAY were duly served by depositing the same in the United States mail, postage pre-paid, to the following, as addressed:

Verdon R. Cole  
8729 South 3720 West  
West Jordan, UT 84088

Robert A. Eder, Jr.  
5667 S. Redwood Road  
Suite 8  
Salt Lake City, UT 84123  
rob@ederlaw.net

Lon Jenkins tr  
405 South Main Street  
Suite 600  
Salt Lake City, UT 84111  
ecfmail@ch13ut.org

U.S. Trustee  
United States Trustee  
Ken Garff Bldg.  
405 South Main Street, Ste 300  
Salt Lake City, UT 84111  
USTPRegion19.SK.ECF@usdoj.gov

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on September 1, 2017, at San Diego, California.

/s/ JHOSIE R. CHEEKS